

***** IMPORTANT *****
PLEASE READ THOROUGHLY!!!

LAKE COUNTY CUTTING REGULATIONS
ATTACHMENT TO SALE CONTRACT

The following are conditions of the timber sale contract as prescribed in the Lake County Tax-Forfeited Land Management Plan. Specifications written on the Timber Appraisal shall supersede those written here where in conflict.

1. Lake County sells its timber on a sale area basis. That is, the timber to be purchased is determined by the volume estimated to be present within the sale area shown on the Timber Appraisal. The volumes listed on the Timber Appraisal are only estimates.
2. a.) Unless otherwise stated, Lake County's timber sales expire one year after the date of purchase for section 1 sales and three years after the date of purchase for auction sales. On three-year sales an extension may only be granted where the permit holder has made a documented effort to enter the sale within the first two seasons and experiences extenuating circumstances beyond the control of the timber operator the third season, and then only after approval of the Land Commissioner and the Lake County Board of Commissioners. Any extensions will take into consideration any extra costs to the county, plus increases in stumpage rates based on averages received at the last timber auction. These county costs may include line re-establishment, appraisals, administration costs, plus any other costs that may be determined at the time. An extension fee of at least 25% of the cost of all stumpage will be assessed on all extended sales. Failure to complete a sale within the specified period will result in the loss of the sale and down payment.
b.) Effective January 1, 2006, timber sales sold after this date are non-transferable.
3. All money or bonds must be submitted and the timber paid for before cutting begins. When a sale has an overrun and another logging season will be needed to complete the sale, the County will require an additional deposit be paid. Such a deposit will not exceed fifty (50%) percent of the stumpage value of the wood estimated to be left to cut.
4. New sales may not be purchased nor cutting begun on already purchased sales until outstanding overruns and any other fees are paid on this or any other County sales.
5. Before sale activities begin, the Purchaser must meet with the County Forester to review the sale terms and discuss when sale activities will begin, where roads and landings will be located, how the wood will be scaled, and any anticipated problems or concerns.
6. The County Forester shall be notified at least five (5) days before sale activities will begin and at least five (5) days before sale activities are completed or discontinued to provide adequate time to inspect the sale before logging equipment is removed from the sale area.
7. Purchaser shall pay for all merchantable timber at the prices stated on the Timber Appraisal.
8. No wood shall be removed from the sale area until it has either been scaled by the County or the County has previously set up a Consumer Scale Agreement for the wood removed. The County may provide for stick scaling or temporary stockpiling of wood before scaling outside of the sale area upon mutual agreement between the Purchaser and the County.
9. All forest products piled for scaling shall have the timber sale permit number affixed to the pile.
10. The County Forester must be notified at least two days in advance of when any stick scale is required.
11. When wood is weight-scaled, the following cord-weight conversions shall apply:

N. White Cedar	2900 #/cd	Red Pine (Logs)	11000 #/MBF	Black Ash Pulp	4500 #/cd	Elm	5500 #/cd
Black Spruce	4200 #/cd	Balsam Fir	4700 #/cd	Paper Birch	4900 #/cd	Oak	5500 #/cd
White Spruce	4200 #/cd	Jack Pine Pulp	4600 #/cd	Maple	4900 #/cd	Yellow Birch	5500 #/cd
White Pine	4400 #/cd	Basswood	4200 #/cd	Tamarack	4800 #/cd	Metro Cord	5700 #/cd
Red Pine (P & B)	4700 #/cd	Balsam Poplar	4700 #/cd	Aspen	4500 #/cd	(full tree chipped wood)	
12. All issued consumer scale tickets must be accounted for after the timber removal is completed. When tickets are missing, the County will assume that one load of wood was hauled for each missing ticket, and the Purchaser will be billed for an average size load of the highest value wood estimated to be on the sale.
13. All wood shall be removed from landings within 90 days after the close of the sale, unless other arrangements have been previously approved by the County Forester. Wood not removed shall become the property of the County at that time.
14. All merchantable trees shall be removed from the sale area. Hardwood and upland conifer tree species 5" or greater d.b.h. and containing three or more 100" bolts or pulpsticks to a 4-inch d.i.b. top are considered merchantable. Merchantability is based upon market conditions.
15. Fuelwood permits are required for the removal of tops or other non-merchantable wood from the sale area.
16. Upon final inspection of the sale area, the Purchaser shall be charged for all residual timber, down or standing, that the County Forester deems merchantable. A scaling fee will be charged if substantial time is required in doing so.
17. No cutting shall be done outside of the sale area.
18. All painted or flagged boundary trees shall not be cut.
19. Stump height of all felled timber shall not exceed 3/4 of the diameter of the tree.
20. Soil disturbance, especially compaction and rutting, shall be minimized. The County Forester shall halt sale activities if site damage (e.g. compaction and rutting) becomes excessive. Sale activities shall not resume until the ground conditions are sufficient to minimize site damage.
21. No equipment travel or site disturbance is permitted outside of the sale area except on approved access trails.
22. Purchaser is liable for all unapproved timber damages incurred on or off the sale.
23. When clear cutting is required on the Timber Appraisal, all trees greater than 2" d.b.h. shall be felled or run down. Standing dead trees should be left standing for wildlife when possible, unless they are a logging hazard.

24. No tipped or leaning trees shall be left.
25. All tree tops, felled timber, and other logging slash and debris shall be kept within the sale boundaries and not within reserve types or lowland areas. A ten-foot wide slash-free zone shall be maintained within the sale area along all cutting lines and reserved forest or non-forest cover types.
26. When the sale area is full-tree logged, all tops must be piled at the landings or other areas designated by the County Forester, so as to minimize the loss of forest regeneration and/or to facilitate their burning.
27. When cutting along black-topped roads, County roads, township roads, DNR trails, major U.S.F.S. trails, and power line and/or gas line rights-of-way:
 - a) All log landings and associated slash and debris shall not be placed closer than 100' from the road right-of-way. Access to the landing must consist of not more than one access spur per forty-acre tract.
 - b) **No cut products shall be piled or stored upon any established public road right-of-way.**
 - c) No slash or logging debris will be left upon the right-of-way, and a 25' wide slash-free zone shall be maintained along the right-of-way.
 - d) No logging equipment, buildings, or facilities shall be parked, stationed, or erected upon the trail right-of-way. No logging equipment may travel on the road except hauling trucks en route to and from the sale area.
 - e) Where visibility is limited, safety signs (e.g. CAUTION - TRUCKS HAULING) shall be posted 200' on either side of where trucks enter the road and further down the trail as needed.
 - f) Any ruts, holes, or other damage to trails caused by timber sale activities shall be minimized and repaired by the Purchaser at his expense, as directed by the County Forester, before the sale is closed.
28. When cutting along Forestry Department "system roads" and other trails:
 - a) Items 27. (b), (d), and (f) shall apply. Item (a) may also apply as determined by the County Forester.
 - b) A slash-free zone shall be maintained 50' from the center of the road.
29. When snowmobile trails are used to access timber during the snowmobiling season:
 - a) Items 27. (a) thru (f) shall apply.
 - b) At least one inch of compacted snow must remain on the trail at all times as a running surface for snowmobiles.
 - c) The trail must be made wide enough to accommodate easy and safe simultaneous travel of snowmobiles and loaded hauling trucks. The entire trail width must be maintained such that snowmobile travel is not impeded or endangered. The snowmobile trail must remain free of slash and other debris at all times.
 - d) The Land Department will establish a 10 m.p.h. speed limit on the affected portion of the trail. The speed limit will apply to all vehicles, including snowmobiles, and will be posted by the Land Department.
 - e) The snowmobile trail right-of-way of 33 feet shall not be occupied by logging equipment except during trail maintenance and travel to and from the site.
 - f) In the event it is impossible or impractical to conduct sale activities under the above conditions, the County Forester and the trail's sponsoring unit will establish a temporary trail alignment for the duration of the sale. The purchaser will not be responsible for constructing this alignment unless so stated on the Timber Appraisal.
30. Purchaser shall obtain written access approval from all affected landowners and/or management agencies before entering sale area.
31. The following conditions shall apply to all road construction, maintenance, and other soil disturbance activities:
 - a) Location of all access roads, landings, dirt ramps for loading equipment, and other soil disturbance shall be approved by the County Forester before construction begins.
 - b) Road construction and associated activities must be confined to a 40 foot right-of-way unless otherwise specified. No travel may be done outside of the right-of-way.
 - c) Purchaser shall purchase and remove all timber damaged or felled. This timber must be removed or yarded at locations approved by the County Forester before cutting of the sale begins.
 - d) Only organic material may be permanently removed from the road. Mineral soil must be left in place or replaced. Organic material or logging slash shall not be incorporated into the road bed.
 - e) Organic soil and duff removed from the road must be feathered into adjacent areas and not left in berms.
 - f) Construction or use of any borrow pits or other soil fill on County land must be approved by the County Forester
32. Survey markers will be identified in the field with flagging and paint and located on the site map. Damage to any of these markers is prohibited and if damaged, will be re-established at the expense of the Purchaser.
33. The dumping of oil on County lands is prohibited by State law.
34. No garbage, cans, bottles, paper, or other debris shall be left or allowed to accumulate during the term of the sale.
35. Any deviations from the prescribed regulations involving the illegal removal of or damage to timber shall be subject to penalty under the State Timber Trespass law.
36. **The purchaser agrees to release, discharge, hold harmless and forever acquit the State of Minnesota, County of Lake and their officers, agents representatives, and employees of any and all actions, causes of actions, claims or any other liabilities whatsoever, known or unknown, now existing or which arise in the future on account of or in any way related to the harvesting of timber on County Fee or Tax Forfeited Land. Further, I assume all liability for any non permit holders who accompany me, are employed by me, or are under contract to me.**
37. The purchaser is responsible for any equipment used on the timber sale while working on county property or adjoining land. The purchaser is responsible for any equipment left unattended on county land.
38. The purchaser agrees to comply with all applicable Federal and State labor laws regarding discrimination, wages, benefits, Workers' Compensation insurance and other conditions of employment. (Information on these laws is available from the US Dept. of Labor www.dol.gov and the State Dept. of Labor and Industry at www.doli.state.mn.us)
39. The County Forester may halt any or all sale activities immediately for non-compliance with any of the regulations stated in this contract for as long as is necessary to resolve the infraction.
40. The purchaser is responsible for adhering to worker safety requirements, OSHA standards for logging, 1910.266. The standards are available at the Lake County Forestry Office or at www.osha.gov.